

DAVIDOFF HUTCHER & CITRON LLP
605 Third Avenue
New York, New York 10158
(212) 557-7200
David H. Wander, Esq. (dhw@dhclegal.com)
Alexander R. Tikin, Esq. (art@dhclegal.com)

Hearing Date and Time:
November 20, 2019 at 10:00 am
(EST)

Attorneys for HK Sino-Thai Tradin Company Ltd.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

SEARS HOLDING CORPORATION, *et al.*,

Case No. 18-23538 (RDD)

Debtor.

(Jointly Administered)

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**DECLARATION BY ZHAOYUAN YANG IN SUPPORT OF
HK SINO-THAI TRADING COMPANY LTD.'S (I) RESPONSE TO THE
DEBTORS' CERTIFICATE OF NO OBJECTIONS, (II) OPPOSITION TO
THE DEBTORS' TENTH OMNIBUS CLAIM OBJECTION AND THE
OBJECTION TO CLAIM NO. 1060 FILED BY HK SINO-THAI TRADING
COMPANY LTD. AS AN ADMINISTRATIVE CLAIM UNDER §503(b)(9)
OF THE BANKRUPTCY CODE, AND (III) REQUEST FOR DISCOVERY**

ZHAOYUAN YANG, declares under 28 U.S.C. §1746:

1. I am the General Manager of HK Sino-Thai Trading Company Ltd. ("Sino-Thai Trading"). I submit this declaration in support of Sino-Thai Trading's (i) response to the Debtors' Certificate of no Objections, (ii) opposition to the Debtors' objection to claim no. 1060 filed by Sino-Thai Trading against Sears Holding Corporation as an administrative claim in the amount of \$318,718.62, pursuant to § 503(b)(9) of the Bankruptcy Code, and (iii) request for further discovery.

2. Sino-Thai Trading is located in China and it supplied apparel goods to Sears and Kmart. These goods were manufactured in China and shipped by common carrier, FOB China, to the United States.

3. It took approximately 20-35 days for the goods to arrive in the United States, depending on the destination port. After the goods were unloaded, they were sent to a Sears or Kmart distribution center.

4. It is my understanding that Sino-Thai Trading could have stopped its goods in transit at any time until they were unloaded. Sino-Thai Trading may even have been able to stop the goods after they were unloaded but before they were delivered to a Sears distribution center.

5. I never before heard of “CISG” or the United Nations Convention on Contracts for the International Sale of Goods.

6. Upon information and belief, the goods for which Sino-Thai Trading is asserting an administrative claim were received by the Debtors, in the United States, on or after September 25, 2018 and within 20-days of the Debtors’ bankruptcy filing on October 15, 2018.

7. After further review, Sino-Thai Trading believes that the amount of its § 503(b)(9) claim should be \$180,147.16 based upon the invoices included in claim no. 1060 that were for goods, upon information and belief, received by the Debtors’ during the 20 day § 503(b)(9) period.

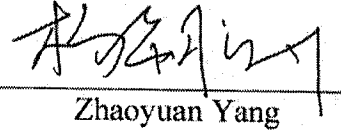
8. Upon information and belief, the Debtor has sole possession and control of documents that should show the exact dates Sino-Thai Trading’s goods were received by Sears and Kmart in the United States. Discovery is needed to determine the exact dates of receipt of the goods.

9. I signed the Proof of Claim for Claim No. 1060 and I included my email address. I do not recall receiving the Debtor’s Tenth Omnibus Objection to Claims, which included an objection to Claim No. 1060, by email or otherwise. I did not become aware of this objection to

Claim No. 1060 until November 10, 2019. I then immediately contacted our local attorney in China and he obtained bankruptcy counsel in New York.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 15 day of November, 2019.


Zhaoyuan Yang